

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479789

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|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Supplement to Intellectual Property Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Uproxx Media Group Inc. | | 06/26/2018 | Corporation: DELAWARE |
| Uproxx Media, Inc. | | 06/26/2018 | Corporation: DELAWARE |
| Splitting Fours Productions, LLC | | 06/26/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Multiplier Capital, LP | | |
| Street Address: | 1920 L Street NW, Suite 550 | | |
| City: | Washington | | |
| State/Country: | D.C. | | |
| Postal Code: | 20036 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87312549 | BROBIBLE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8004947512 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 202-370-4750 | | |
| Email: | ipteam@cogencyglobal.com | | |
| Correspondent Name: | Joanna McCall | | |
| Address Line 1: | 1025 Vermont Ave NW, Suite 1130 | | |
| Address Line 2: | COGENY GLOBAL INC. | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | F177838 | | |
| NAME OF SUBMITTER: | Robin Dunn | | |
| SIGNATURE: | /Robin Dunn/ | | |
| DATE SIGNED: | 06/28/2018 | | |
| Total Attachments: 5 | | | |
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SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Supplement to Intellectual Property Security Agreement is entered into as of June 26, 2018 by and between **Multiplier Capital, LP** (“Multiplier”) and **Uproxx Media Group Inc.**, a Delaware corporation, **UPROXX Media, Inc.**, a Delaware corporation, and **Splitting Fours Productions, LLC**, a Delaware limited liability company (jointly and severally, “Grantor”), with reference to the following facts:

RECITALS

A. Multiplier and Grantor previously entered into (a) a Loan and Security Agreement dated as of December 31, 2015 (as amended from time to time, the “Loan Agreement”) and (b) an Intellectual Property Security Agreement dated as of December 31, 2015 (as amended pursuant to the Supplement to Intellectual Property Security Agreement dated June 15, 2016 between Multiplier and Grantor, the Supplement to Intellectual Property Security Agreement dated September 7, 2016 between Multiplier and Grantor, and the Supplement to Intellectual Property Security Agreement dated March 23, 2017 between Multiplier and Grantor, and as otherwise amended from time to time, the “IP Security Agreement”). (Capitalized terms that are used but not defined herein shall have the meanings provided for in the IP Security Agreement.)

B. Multiplier and Grantor now desire to amend and supplement the IP Security Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereby represent, warrant, covenant and agree as follows:

AGREEMENT

The IP Security Agreement is hereby amended and supplemented by adding the Intellectual Property listed on Schedule A hereto to Schedule A of the IP Security Agreement and adding the Intellectual Property listed on Schedule B hereto to Schedule C of the IP Security Agreement. References to Schedules contained in the IP Security Agreement shall be deemed to refer to such Schedules as supplemented by the Schedules attached hereto. Without limitation on the generality of the foregoing, (1) to secure performance of all of its “Obligations” as defined in the Loan Agreement, Grantor grants and pledges to Multiplier a security interest in all of Grantor’s right, title and interest in, to and under the intellectual property described on the Schedules hereto (including without limitation the Patents, Trademarks, and Copyrights, if any, described thereon, and including without limitation (a) any and all claims for damages by way of past, present and future infringements of any of the intellectual property rights, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights, (b) all licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights, (c) all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents, and (d) all proceeds and products of the intellectual property, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the intellectual property), and (2) Grantor represents and

warrants to Multiplier that, other than as set forth on the Schedules to the IP Security Agreement (as amended and supplemented by the Schedules hereto), it has no trademarks or patents registered with the United States Patent and Trademark Office, or copyrights registered with the United States Copyright Office, or any pending applications therefor.

This Agreement is part of the IP Security Agreement and the provisions thereof are incorporated herein. The parties are authorized to attach to the IP Security Agreement a copy of the Schedules hereto. This Agreement may be executed in any number of, and by different parties hereto on, separate counterparts, all of which, when so executed, shall be deemed an original, for all such counterparts shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Supplement to Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

UPROXX MEDIA GROUP INC.

By: DocuSigned by: Matthew Polesetsky
Name: Matthew Polesetsky
Title: Secretary

GRANTOR:

SPLITTING FOURS PRODUCTIONS, LLC

By: DocuSigned by: Jeremy Kenik
Name: Jeremy Kenik
Title: Secretary

GRANTOR:

UPROXX MEDIA, INC.

By: DocuSigned by: Matthew Polesetsky
Name: Matthew Polesetsky
Title: Secretary

MULTIPLIER:

MULTIPLIER CAPITAL, LP

By: Multiplier Capital GP, LLC,
Its General Partner

By: Ray [Signature]
Title: Managing Member

SCHEDULE A

Trademarks and Trademark Applications

| <u>Title of Work</u> | <u>Registration #</u> | <u>Registration Date</u> |
|-----------------------------|------------------------------|---------------------------------|
| BROBIBLE | 87312549 | 01/24/17 |

SCHEDULE B**Copyrights**

| Title of Work | Registration Number | Reg. Date |
|--|---------------------|-----------|
| HUMAN EXPLORER - Frozen March | PA0002051578 | 5/22/2017 |
| MY POST SEASON - Jerome Williams | PA0002052823 | 5/22/2017 |
| MY POST SEASON - Julius Thomas | PA0002052822 | 5/22/2017 |
| THE DEFINITIVE GUIDE - Eat Like An Olympian | PA0002052831 | 5/22/2017 |
| THE DEFINITIVE GUIDE - How To Ball On A Budget | PA0002052832 | 5/22/2017 |

| Title of Work | Application # |
|---|---------------|
| Trump NFL Logos - Greenbay | 1-2968950601 |
| IN THEORY - GUARDIANS OF THE GALAXY | 1-6382912682 |
| IN THEORY - ALIEN | 1-6382913090 |
| UPROXX Reorts - Palau | 1-6390748312 |
| UPROXX Reports - Heavy Metal in Soweto | 1-6390748370 |
| IN THEORY - DUMBLEDORE IS DEATH | 1-6379781962 |
| HUMAN IMPACT - Devon Butler | 1-6391100245 |
| HUMAN IMPACT - Goldin | 1-6390748544 |
| HumanIMPACT: Josh Treuhaft | 1-6390748651 |
| HumanLIMITS: Jessica Cox | 1-6390748808 |
| HUMAN LIMITS - Dean Karnazes | 1-6390748855 |
| US AGAINST THE WORLD : Uproxx First | 1-6390748922 |
| THE BREAKDOWN - Animated Breakdown: George St-Pierre's Legendary Return | 1-6391100292 |
| HUMAN LIMITS: Spencer | 1-6390749054 |
| HUMAN LIMITS: Spencer 360 | 1-6390749191 |
| HumanLIMITS: Herbert | 1-6390823328 |
| HumanLIMITS: Herbert 360 | 1-6390823405 |
| WHAT IF - Legendary What If's | 1-6390823602 |
| WHAT IF - Legendary What If's Video 2 | 1-6390823709 |
| UPROXX REPORTS - John Bramblitt | 1-6390824036 |
| Refined From Raw (Ep. 1) | 1-6390924273 |
| Refined From Raw (Ep. 2) | 1-6390924330 |

| Title of Work | Application # |
|---|---------------|
| Refined From Raw (Ep. 3) | 1-6390924377 |
| 2017 Brisk: Ivan (1) | 1-6390924454 |
| 2017 Brisk: Ivan (2) | 1-6390924561 |
| 2017 Brisk: Paper Frank (1) | 1-6390924668 |
| 2017 Brisk: Paper Frank (2) | 1-6390924715 |
| Hang Time S2: Nick Cannon | 1-6390924782 |
| Hang Time S2: C. Parsons | 1-6390924829 |
| TOMORROW IS OVERRATED - Nina Buitrago | 1-6390924876 |
| TOMORROW IS OVERRATED - Flor De Toloache | 1-6390924923 |
| H2 Fall Campaign - College Playcard #2 | 1-6390924970 |
| Bound by Brotherhood - Call of Duty: The Great Alliance | 1-6390925017 |
| Hang Time S2: T. Manning | 1-6390925064 |
| Hang Time S2: Austin Amelio | 1-6390925111 |
| Hang Time S2: Kyle SuperDuperCrew | 1-6390925178 |
| TOMORROW IS OVERRATED - Tyler Warren | 1-6391003225 |
| H2 Fall Campaign - BroBible: Ask a Dating Expert #1 | 1-6391003322 |
| H2 Fall Campaign - College Playcard #1 | 1-6391003369 |
| H2 Fall Campaign - BroBible: Ask a Dating Expert #2 | 1-6391003426 |
| Style In Motion: LA | 1-6391003493 |
| Style In Motion: ATL | 1-6391003540 |
| Honda Backstage: Lauv Act 1 | 1-6391003587 |
| Honda Backstage: Lauv Act 2 | 1-6391003654 |
| Honda Backstage: Cheat Codes Act 1 | 1-6391003711 |
| Rav 4: Al Ciske | 1-6391003798 |